

Exhibit A - Supplemental Work Order (SWO 19-2)

Network, Internet & GIS Support Services

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCDOIT”) and the Lake Stevens Sewer District (“the District”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between the District and Snohomish County to Provide Information Services dated as of October 28, 2019. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to the District. This SWO also serves as the Service Level Agreement, (See Section 6 Responsibilities, and Service Level Response Table of this SWO) between the District and SCDOIT.

1. **Purpose:** The purpose of this SWO is for SCDOIT to provide to the District information services as specified in Appendix A.
2. **Scope of Work:** The specific services covered by this SWO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCDOIT.
3. **Rates and Adjustments:** Rates under this SWO shall be updated annually by the County, with counts and rate cost data mutually negotiated as part of Snohomish County's annual budget and service rate model. As required, County, in conjunction with the District, will perform inventories of all equipment, desktop software licenses, and services covered under this SWO and the inventories will be adjusted as necessary. The County will invoice the District based on these inventories unless additional equipment or services are added or deleted, in which case cost adjustments may occur.
4. **Term and Termination:** The term of this SWO is effective upon the date of execution by both parties through the end of the term of the interlocal agreement between Lake Stevens Sewer District and Snohomish County unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this SWO shall also terminate on the ILA termination date.
5. **Prohibited Use of Services:**
 - a. the District shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to Snohomish County customers.
 - b. By executing this SOW, the District acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services.

Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement.

- 6. Line of Business Support:** Under the terms of this SWO, County does not provide application support for line of business applications and software. County does support the servers running on-premise applications, and the network and Internet communications to access the applications. SCDOIT therefore provides initial Service Desk call and analysis (Tier 1) regarding application outages for all applications and systems.

If an issue is determined to be software/application-related, County will work cooperatively with organizations and vendors who support the applications to address and resolve issues, including providing access to the county computing environment as necessary to troubleshoot and remediate issues.

The District will continue to pay maintenance, support, and licensing directly to the organizations and vendors providing support for all District line of business applications. County will require the District to provide a complete list of all vendors and their associated contracts along with any support procedures or authorization codes.

- 7. Resale of Snohomish County Services:** the District shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.
- 8. Service Levels and Designated Points of Contact and Escalation Points:** SCDOIT's designated point of contact for the District to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDOIT Help Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCDOIT.

SCDOIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

the District's designated point of contact for SCDOIT to send invoices, problem-solve and otherwise conduct business shall be:

the District Primary Contacts: Tonya Christoffersen
425-334-8588
tchristoffersen@lkstevenssewer.org

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when the District is unable to conduct business.	2 hours	SCDOIT's assigned primary response contact will make contact within one (1) hour of receiving notification from either the Help Desk or Management. If contact is not made within ½ hour the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Priority Problem Response	Network is impaired, the District is still able to conduct business, but no practical workaround exists.	3 Hours	SCDOIT's primary response contact will make contact with the District's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCDOIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

- 9. **Payment for Services:** The County will invoice the District for the Services per Section 5, Compensation, of the Interlocal Agreement (ILA). the District will be billed in full for Services rendered up to and including the date the County receives the District's cancellation or change request.

- 10. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of the District.

- 11. **Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDOIT are outlined in Appendix A of this SWO.

- 12. **Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications which remain within the IIA Contract Maximum will be made through the issuance of a new SWO, which will take precedence over the original SWO.

- 13. Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
- 14. Notices:** Notices and other communications between Snohomish County and the District where delivery is not otherwise specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. the District shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing the District with notice at the email address most recently provided to the County by the District for use in providing notices pursuant to the ILA.
- 15. Scheduled Maintenance:** Each Saturday between 7:00 am and 12:00 pm and Wednesday between 5:30 pm and Midnight PST are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify the District two (2) business days prior to the scheduled action.
- 16. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

the District Primary Contact: Tonya Christoffersen
Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258
425-334-8588

SCDOIT Primary Contact: JD Braathen, Systems and Network Engineering
Supervisor
Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

SCDOIT Primary Contact: Ed Whitford, GIS & Data Supervisor
GIS Support Services
Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

By their signatures, County and the District hereby acknowledge and accept the terms and conditions of this SWO.

Approved

Lake Stevens Sewer District

Tonya Christoffersen

Signature

Tonya Christoffersen

Print or Type Name

General Manager 8/26/2020

Title Date

Approved

Snohomish County

Snohomish County Executive

Print or Type Name

Executive Director

Title

Date

Appendix A to Exhibit A

SWO Lake Stevens Sewer District Services List and Summary of Annual Costs

The County shall charge the following rates for services under this SWO:

SCDOIT Services and Rates				
Service	2020 Rates (Annual)	LSSD Metric	2020 Cost (Annual)	2020 Monthly Rate
Workstation Service	\$1,460 / standard \$1,785 / premium	9 Standard 20 Premium	\$13,140 \$35,700	\$1,095 \$2,975
Desktop Telephone	\$140 / phone number	25 Phone Numbers	\$3,500	\$291.67
Email Only Account	\$95 / email account	0 Email Accounts	\$0	\$0
Enterprise Infrastructure	\$1,467 / FTE	25 FTE	\$36,675	\$3,056.25
IT Mandated Services	\$456.12 / FTE (72% discount)	25 FTE	\$11,403	\$950.25
TOTAL			\$100,418	\$8,368.17

GIS Support Services:

Services	Function and Identification	Qty (sq. miles)	Rate	Product	Per acquisition charge	Annual charge
Imagery	Imagery Data	18	\$300/ sq.mile	3" AccuPlus	\$5,400.00	\$2,700.00
Administrative Fee 5%					\$270.00	\$135.00
				Totals:	\$5,670.00	\$2,835.00

Imagery Sharing – EagleView Regional Aerial Imagery

2020 Imagery Program Rates	
EagleView (Pictometry) Product	Square Mile Cost
3 Inch AccuPlus	\$300
9 Inch AccuPlus	\$60

Appendix B to Exhibit A
Authorized Subdivision User Agreement



Authorized Subdivision User Agreement

Authorized Subdivision Information:

Name: Lake Stevens Sewer District
Address: 1106 Vernon Rd, Suite A
Email: Lake Stevens WA 98258
tonya.christofferson@lkssd.org
Phone: 425 334 8588

Pictometry Licensed Projects: _____

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision")

Whereas, Pictometry and Snohomish County, WA (the "County") entered into an agreement dated _____ (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

- 1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid

certified or registered United States Mail, return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: Tonya Christoffersen
Name: Tonya Christoffersen
Title: General Mgr
Date: 8-26-2020

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____

Appendix C to Exhibit A – Termination Costs

If this SWO is terminated by either party upon ninety (90) days written notice, either for convenience or through the termination of the Interlocal Agreement for Information Services, SCDOIT and Lake Stevens Sewer District must reconcile the disposition of physical assets and liabilities associated with the cost of hardware and software, based on the schedule below.

Service Termination Schedule			
Element	Consideration	Payer	Terms
PC/Laptop Workstation	Amortized value of workstations purchased by County replacement	The District	Amount due by January 31 of the next fiscal year
Software (desktop and business systems)	Any unreimbursed licensing cost of software paid by SCDOIT	The District	Amount due on termination date
UC Telephones	Amortized value of telephones purchased by SCDOIT	The District	Amount due by January 31 of the next fiscal year
Network Equipment	Amortized value of network equipment at The District facilities purchased by SCDOIT	The District	Amount due by January 31 of the next fiscal year
Computer and Storage Servers	Amortized value of servers in SCDOIT data center purchased by The District	SCDOIT	Amount due by January 31 of the next fiscal year
Decommission Work	Work performed by SCDOIT to decommission, remove, or otherwise update technology infrastructure to facilitate service termination	The District	Rate \$95/hour; Amount due 30 days after invoice for work performed